

**TITLE PAGE**

**OF**

**KENTUCKY LOCAL EXCHANGE SERVICES TARIFF**

**OF**

**A-TECH TELECOM, INC.**

This tariff, filed with the Kentucky Public Service Commission contains the rates, terms, and conditions applicable to Local Exchange Services within the Commonwealth of Kentucky offered by Anna L. Hubbard, President/CEO, 2040 W Spring Creek Pkwy, Unit #141, PMB #293, Plano, TX 75023-4225.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 02 2003

PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

BY   
EXECUTIVE DIRECTOR

Issued: February 24, 2003

Effective: April 2, 2003

By: Anna L. Hubbard, President/CEO  
A-Tech Telecom, Inc.  
2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225

## LIST OF EFFECTIVITY

Page 1 through Page 35 are effective as of the date indicated in the following table. Revised sheets specified contain all changes from the original tariff in effect on the effective date.

Page	Revision Number	Effective Date	Page	Revision Number	Effective Date
IT 1	Rev-2	February 24, 2003	18	Rev-2	February 24, 2003
IT 2	Rev-2	February 24, 2003	19	Rev-2	February 24, 2003
IT 3	Rev-2	February 24, 2003	20	Rev-2	February 24, 2003
IT 4	Rev-2	February 24, 2003	21	Rev-2	February 24, 2003
IT 5	Rev-2	February 24, 2003	22	Rev-2	February 24, 2003
IT 6	Rev-2	February 24, 2003	23	Rev-2	February 24, 2003
IT 7	Rev-2	February 24, 2003	24	Rev-2	February 24, 2003
IT 8	Rev-2	February 24, 2003	25	Rev-2	February 24, 2003
IT 9	Rev-2	February 24, 2003	26	Rev-2	February 24, 2003
IT 10	Rev-2	February 24, 2003	27	Rev-2	February 24, 2003
IT 11	Rev-2	February 24, 2003	28	Rev-2	February 24, 2003
IT 12	Rev-2	February 24, 2003	29	Rev-2	February 24, 2003
IT 13	Rev-2	February 24, 2003	30	Rev-2	February 24, 2003
IT 14	Rev-2	February 24, 2003	31	Rev-2	February 24, 2003
IT 15	Rev-2	February 24, 2003	32	Rev-2	February 24, 2003
IT 16	Rev-2	February 24, 2003	33	Rev-2	February 24, 2003
IT 17	Rev-2	February 24, 2003	34	Rev-2	February 24, 2003
IT			35	Rev-2	February 24, 2003

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BY Charles L. Smith  
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## SYMBOLS

Whenever tariff sheets are revised, changes will be identified with the following symbols:

Symbol	Symbol Description
C	To signify changed regulation
D	To signify deleted or discontinued rate, regulation, or condition
I	To signify a change resulting in an increase to a customer's bill
M	To signify material moved from or to another part of tariff with no change in text, rate, rule of condition
N	To signify new rate, regulation, condition, or sheet
P	Change in rate
R	To signify a change resulting in a reduction to a customer's bill
T	To signify change in text but no change in rate, rule or condition
Y	To signify a reference to other published tariffs
Z	To signify a correction

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## TABLE OF CONTENTS

TITLE PAGE- . . . . .	1
LIST OF EFFECTIVITY . . . . .	2
SYMBOLS- . . . . .	3
TARIFF FORMAT SHEET . . . . .	7
INTRODUCTION- . . . . .	8
 1 TECHNICAL TERMS AND ABBREVIATIONS . . . . .	 9
2 RULES AND REGULATIONS . . . . .	12
2.1 Undertaking of the Company . . . . .	12
2.1.1 Obligations to Provide Service . . . . .	12
2.1.2 Conditions to Company's Obligation . . . . .	12
2.1.3 Right to Discontinue or Block Services . . . . .	12
2.2 Responsibility and Use . . . . .	13
2.2.1 Use . . . . .	13
2.2.2 Ownership . . . . .	13
2.2.3 Long Distance . . . . .	13
2.3 Transmission- . . . . .	13
2.4 Call Blocking- . . . . .	13
2.5 Interconnection . . . . .	14
2.5.1 Services or Facilities . . . . .	14
2.5.2 Other Providers . . . . .	14
2.6 Equipment . . . . .	14
2.6.1 Customer Premises Equipment . . . . .	14
2.6.2 Customer Responsibility . . . . .	14
2.6.3 Repayment by Customer . . . . .	15
2.7 Title . . . . .	15
2.8 Customer Premises . . . . .	15
2.9 Nonroutine Maintenance and Installation . . . . .	15
2.10 Interruption . . . . .	15
2.11 Service Commencement and Acceptance . . . . .	15
2.12 Minimum Service Period . . . . .	16
2.13 Service Order Cancellation . . . . .	16
2.14 Billing and Payments . . . . .	16
2.14.1 Customer Responsibility . . . . .	16
2.14.2 Invoices Due and Payable . . . . .	16
2.14.3 Charges for Service . . . . .	16
2.14.4 Charges for Prepaid Service . . . . .	17
2.14.5 Termination of Services . . . . .	17
2.15 Late Payment Charge . . . . .	17
2.16 Deposits . . . . .	18
2.17 Advance Payments . . . . .	18
2.17.1 Recurring Advance Payments . . . . .	18
2.17.2 Nonrecurring Advance Payments . . . . .	18

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APR 02 2003

## TABLE OF CONTENTS (Cont)

2.18	Credit Limit	18
2.19	Taxes	18
2.20	Discontinuation	19
2.20.1	By Company	19
2.20.2	By Customer	19
2.21	Restoration of Services	19
2.22	Limitation of Liability	20
2.22.1	Company's Liability	20
2.22.2	Negligence	20
2.22.3	Gross Negligence	20
2.22.4	Loss of Profits	20
2.22.5	Subscribers' Premises Liability	20
2.22.6	Waiver of Liability	21
2.23	Disclaimer	21
2.24	Hold Harmless	21
2.25	Indemnification by Customer	22
2.25.1	Libel or Slander	22
2.25.2	Third Party Liability	22
2.25.3	Patent/Copyright Infringement	22
2.25.4	Exceptions	22
2.26	Credits and Credit Allowances	23
2.26.1	Credits	23
2.26.2	Other Provider Credit Allowance	23
2.26.3	Remedy for Performance Failure	23
2.27	Local Calling Area	24
2.28	Access to Telephone Relay Service	24
2.29	Compliance	24
2.30	Force Majeure	24
2.31	Full Force and Effect	24
2.32	Cooperation	24
2.33	Governing Law	24
2.34	Assignment	25
2.34.1	By Customer	25
2.34.2	By Company	25
2.35	Special Construction	25
2.35.1	Unavailable Facilities	25
2.35.2	Other Facilities	25
2.35.3	Other Route	25
2.35.4	Greater Quantity	25
2.35.5	Expedited Basis	25
2.35.6	Temporary Services	26
2.36	Operator Services	26
3	DESCRIPTION OF SERVICES	27
3.1	Resold Local Exchange Service	27
3.1.1	Prepaid Service	27
3.1.2	Optional Service Features	27

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## TABLE OF CONTENTS (Cont)

3.2 Directory Listing Service .....	28
3.2.1 Single Directory Listing .....	28
3.2.2 Listing Size .....	28
3.2.3 Refusal of Listing .....	29
3.2.4 Customer Furnished Information .....	29
3.3 911 Emergency Service .....	29
3.3.1 911 Service .....	29
3.3.2 Responsibility .....	29
3.3.3 Agency Responsibility .....	29
3.3.4 Waiver of Privacy Rights .....	29
3.4 Prepaid Calling Card .....	30
3.4.1 Prepaid Calling Card Services .....	30
3.4.2 Prepaid Calling Cards .....	30
<b>4 RATES .....</b>	<b>31</b>
4.1 Return Check Charge .....	31
4.2 Reconnection Fee .....	31
4.3 Promotions .....	31
4.4 Rates for Resold Prepaid Local Exchange Services .....	31
4.4.1 Residential Nonrecurring Charges .....	31
4.4.2 Residential Recurring Charges .....	32
4.4.3 Business Nonrecurring Charges .....	32
4.4.4 Business Recurring Charges .....	32
4.4.5 Optional Features .....	33
4.5 Rates for Prepaid Calling Card Services .....	33
4.6 Directory Assistance .....	33
4.7 Collect Calls .....	34
4.8 Rates for Hearing or Speech Impaired .....	34
4.9 Computation of Charges .....	34
4.9.1 Prepaid Calling Card .....	34
4.9.2 Unanswered Calls .....	35

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**TARIFF FORMAT SHEET****A Page Numbering**

Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between Pages 25 and 26 would be Page 25.1.

**B Page Revision Numbers**

IT

Revision numbers appear in the upper-right corner of the page. The revision numbers determine the most current page version on file with the Kentucky Public Service Commission. For example, the 4th revised Page 25 cancels the third revised Page 25. Because of deferrals, notice periods, etc., the most current page number on file with the Kentucky Public Service Commission is not always the tariff page in effect. Subscriber should refer to the Effectivity Page (Page 2) for the tariff pages currently in effect.

**C Paragraph Numbering Sequence**

There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level of coding, as follows:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

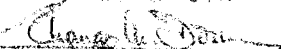
**D List of Effectivity Page**

When a tariff filing is made with the Kentucky Public Service Commission, an updated List of Effectivity Page accompanies the tariff filing. The Effectivity Table lists the pages contained in the tariff, with a cross reference to the current revision number and effective date. When new pages are added, the Effectivity Table is changed to reflect the revision. All revisions made in a given filing are identified by an asterisk (\*). No other symbol is used in the Effectivity Table if the revisions are the only changes made (i.e., the format, etc.). The subscriber should refer to the latest List of Effectivity Page to determine if a particular page is the most current page on file with the Kentucky Public Service Commission.

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INTRODUCTION

- 12** This Tariff contains the regulations and rates applicable to the furnishing of intrastate and interstate, common carrier telecommunications resale services by A-Tech Telecom, Inc. (ATTI; also referred to as Company) between various locations in the Commonwealth of Kentucky.

The regulations governing the provision and use of the services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Section 3 and Section 4, respectively.

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**1 TECHNICAL TERMS AND ABBREVIATIONS**

Terms used throughout this Tariff are detailed in Table 1

**Table 1: Technical Terms and Abbreviations**

Technical Term/ Abbreviation	Description
Access Code	A sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.
ANI	Automatic Number Identification - The calling telephone number identification which will be forwarded to the Carrier's network by the LEC as a call is placed. ANI is provided by the LEC only when a switched access for the LEC switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.
Authorization Code	A numerical code, one or more of which are assigned to a Customer for billing purposes.
Authorized User	A person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.
Automatic Number Identification	ANI - The calling telephone number identification which will be forwarded to the Carrier's network by the LEC as a call is placed. ANI is provided by the LEC only when a switched access for the LEC, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.
Carrier	A communications common carrier authorized by the Kentucky Public Service Commission or the FCC to provide communications service to the public.
Commission	The Kentucky Public Service Commission.
Credit(s)	Refer to Section 2.26 in this Tariff.
Credit Allowance	Refer to Section 2.26 in this Tariff.
Credit Limit	A credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.
Customer	The person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff, (ii) purchases a Prepaid Calling Card from the Company, or (iii) prepays the Company for the use of Services via a Prepaid Calling Card up to a preestablished credit limit.
FCC	Federal Communications Commission
Federal Communications Commission	FCC
Governmental Authority	Any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Kentucky Public Service Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.
- sheet 2 of 3 -	

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Table 1: Technical Terms and Abbreviations (continued)

Technical Term/ Abbreviation	Description
Holidays	All Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas (December 25).
ICB	Individual Case Basis - Refer to Section 2.35 of this Tariff.
Individual Case Basis	ICB - Refer to Section 2.35 of this Tariff.
Interruption	The disruption of, or removal of, a circuit from Service such that the Service becomes unusable by the Subscriber for a continuous period of thirty (30) minutes or more.
IZ IntraLATA Service	Communications between two (2) or more points located within the same LATA.
LATA	Local Access and Transport Area - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.
LEC	Local Exchange Carrier - Any person engaged in the provision of local exchange service or exchange access service. Such term does NOT include any person insofar as such person is engaged in the provision of commercial mobile radio service.
Local Access and Transport Area	LATA - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.
Local Exchange Carrier	LEC - Any person engaged in the provision of local exchange service or exchange access service. Such term does NOT include any person insofar as such person is engaged in the provision of commercial mobile radio service.
Minimum Service Period	MSP - The minimum period of time during which Customer takes Service under this Tariff.
MSP	Minimum Service Period - The minimum period of time during which Customer takes Service under this Tariff.
Other Provider	Any carriers or other service providers, whose services or facilities are connected to the Services.
Performance Failure	Any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions) any installation failure or delay, or any mistake, delay, omission, error, or other defect in the Service or in the provision thereof.
IZ Prepaid Calling Card	A calling card or other tangible item which: (i) contains an Authorization Code and an Access Code; (ii) is supplied by the Company, and; (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit preestablished by the Customer with) the Company.
Prepaid Residential Telecommunications Service	Prepaid Service - Refer to Section 3.1.1 of this Tariff.

- sheet 2 of 3 -

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Table 1: Technical Terms and Abbreviations (continued)

Technical Term/ Abbreviation	Description
Prepaid Service	Prepaid Residential Telecommunications Service - Prepaid Service - Refer to Section 3.1.1 of this Tariff.
Regulations(s)	Any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s), or other determinations(s) which are made by the Kentucky Public Service Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Service or to any provision of this Tariff.
Resale Tariff(s)	The tariff(s) of one or more Underlying Carriers.
Scheduled Interruption	An interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.
Service(s)	The Company's regulated, communications common carrier service(s) provided under this Tariff.
Service Commencement Date	Either (i) the first day following the date on which the Company notified the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.
Service Order	(i) A contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Service hereunder or for acquiring Prepaid Calling Cards.
Subscriber	A person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.
TDD	Telecommunications Device for the Deaf
Telecommunications Device for the Deaf	TDD
Terminate / Termination	Discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.
Third Party Billing Companies	Collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.
Underlying Carrier(s)	The LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.
- sheet 2 of 3 -	

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EXECUTIVE DIRECTOR

## 2 RULES AND REGULATIONS

The Company is a reseller of regulated, intrastate, long distance, and local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs on file with, and have been approved by, the Kentucky Public Service Commission.

### 2.1 Undertaking of the Company

#### 2.1.1 Obligations to Provide Service

The Company shall exercise its best efforts to provide Service to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer), and (ii) those of this Tariff, the latter shall govern.

#### 2.1.2 Conditions to Company's Obligation

The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Provider's services or facilities as required; and (iv) any applicable Credit Limit.

#### 2.1.3 Right to Discontinue or Block Services

The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

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## 2.2 Responsibility and Use

### 2.2.1 Use

Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein, and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to services, which use or access is expressly prohibited; and (ii) administration and nondisclosure of any Authorization Code provided by Company to Customer.

### 2.2.2 Ownership

The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

### 2.2.3 Long Distance

The Company's sole responsibility with respect to provision of long distance services in connection with Prepaid Calling Cards is to make such Services available to Customers using such Prepaid Calling Cards in accordance with Section 3.4 of this Tariff.

## 2.3 Transmission

The Services are suitable of the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s).

## 2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office (NXX) exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

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BY: [Signature] April 2, 2003  
EXECUTIVE DIRECTOR

## 2.5 Interconnection

### 2.5.1 Services or Facilities

Services or facilities furnished by the Company may be connected with services of facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

### 2.5.2 Other Providers

Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariff (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnection of Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

## 2.6 Equipment

### 2.6.1 Customer Premises Equipment

The Company's facilities or Services may be used with or terminated to Customer Premises Equipment (CPE), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.

### 2.6.2 Customer Responsibility

The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission (FCC) registration requirements set for the Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

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BY: [Signature] Effective: April 2, 2003

**2.6 Equipment (Cont)****2.6.3 Repayment by Customer**

The Customer will be responsible for repayment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premise in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, Facilities, or other equipment which is not provided by the Company.

**2.7 Title**

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

**2.8 Customer Premises**

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors, or agents.

**2.9 Nonroutine Maintenance and Installation**

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such nonroutine installation or maintenance.

**2.10 Interruption**

The Company, without incurring any liability whatsoever, may make Scheduled Interruption at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing, or inspection reasonably required for the provision of Services hereunder.

**2.11 Service Commencement and Acceptance**

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

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SECTION 9.11

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EXECUTIVE DIRECTOR

**2.12 Minimum Service Period**

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The Minimum Service Period (MSP) will be for the terms specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

**2.13 Service Order Cancellation**

|Z

Customers who cancel a Service Order prior to service installation (including without limitation cancellation of special construction or Services provided on an Individual Case Basis [ICB]) will incur a Charge equal to the greater of (i) the nonrecurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

**2.14 Billing and Payments****2.14.1 Customer Responsibility**

Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful, or fraudulent use or access. Customer's charges for Prepaid Calling Card calls are subject to any applicable limitation established by Title 12 of the Code of Federal Regulations Part 226 (Regulation Z), or to any other Regulation.

**2.14.2 Invoices Due and Payable**

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All amounts stated on each monthly invoice are due and payable on the due date specified on the invoice/statement thereof; provided, however that Charges incurred for Services obtained via Prepaid Calling Cards will be first debited against the balance of the amount (if any) prepaid to the Company.

**2.14.3 Charges for Service**

Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 days) basis, in arrears, based on the Subscriber's actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

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**2.14 Billing and Payments (Cont)****2.14.4 Charges for Prepaid Service**

Charges for Prepaid Service will be billed to Customer on a monthly (30 days) basis, in advance, fifteen (15) days prior to the beginning of the following month's service, and shall be due on the first day that the service would begin. There will be four billing cycles during each month which each customer will be placed into depending on the original start of service, thus eliminating the need to pro rate a partial month of service. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full on the due date specified following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days, and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.

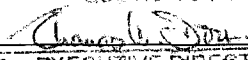
**2.14.5 Termination of Services**

Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Kentucky Public Service Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing month immediately following said notice; provided, further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Service by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, except as provided in Section 2.14.4, Customer will have the right to obtain Kentucky Public Service Commission investigation of any disputed invoice before service is disconnected in accordance with Regulation.

**2.15 Late Payment Charge**

Invoices more than thirty (30) days past due will incur a late fee charge of five dollars (\$5.00), plus a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation. The calculation of the penalty amount will exclude prior penalty charges in accordance with 807 KAR 5:006, Sec. 8(3)(h).

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Plano, TX 75023-4225

**2.16 Deposits**

The Company, at its sole discretion, may require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction, make a deposit for consumption of Services. The Company, at its sole option and discretion, may accept personal guarantees, bank letter of credit or surety bonds in lieu of a deposit. All deposits will be collected in accordance with Regulation 807 KAR 5:006 section 7.

**2.17 Advance Payments****2.17.1 Recurring Advance Payments**

The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month actual or estimated charge, or (b) the highest amount permitted by any applicable Kentucky Public Service Commission Regulation. Advance payments will be applied to charges for Services in the same manner as other payments. A Customer may be required to continue to make advance payments in accordance with this Section 2.17.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

**2.17.2 Nonrecurring Advance Payments.**

The Company may require any Customer to make an advance payment of nonrecurring charges (e.g., special construction charges) prior to consumption of Services.

**2.18 Credit Limit**

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

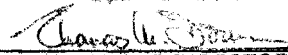
**2.19 Taxes**

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for Prepaid Service will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff. Taxes and surcharges for Prepaid Calling Cards will be based on place of origination and termination of each call, and will be assessed on a real-time, per call basis.

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A-Tech Telecom, Inc.  
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**2.20 Discontinuation****2.20.1 By Company**

Except with regard to disconnection of the Company's provision of Prepaid Services pursuant to Section 2.14.4, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) any notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

**2.20.1.A** By order of a Governmental Authority.

**2.20.1.B** In the event of any unlawful, unauthorized, or fraudulent use of or access to the Services, including without limitation, violation of the provision of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person.

**2.20.1.C** Customer's use of Services in excess of the Credit Limit (if any), or the failure to make an advance payment (if so required) for Services provided hereunder.

**2.20.1.D** Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

**2.20.2 By Customer**

The Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

**2.21 Restoration of Services**

The Company shall restore any Terminated Service in accordance with Kentucky Public Service Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

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## 2.22 Limitation of Liability

### 2.22.1 Company's Liability

Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgement, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service), or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

### 2.22.2 Negligence

To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.

### 2.22.3 Gross Negligence

To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.

### 2.22.4 Loss of Profits

In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of services (including 911 Service and Directory Listing Service) hereunder.

### 2.22.5 Subscribers' Premises Liability

Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises, or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment, or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment, and associate wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

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**2.22 Limitation of Liability (Cont)****2.22.6 Waiver of Liability**

Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

**2.23 Disclaimer**

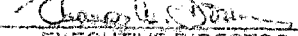
The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber, or third party related to the use or provision of Services hereunder.

**THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**

**2.24 Hold Harmless**

Subject to the limitations set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees), or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss, or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors, or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgement, provided that such settlement, compromise, or other resolution of said claim does not result in any liability to the indemnified party.

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Plano, TX 75023-4225

**2.25 Indemnification by Customer**

Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

**2.25.1 Libel or Slander**

Libel or slander resulting from Subscriber's use of the Services.

**2.25.2 Third Party Liability**

Any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment.

**2.25.3 Patent/Copyright Infringement**

Infringement of any patent, copyright, trademark, trade name, service mark, or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE, or with other Subscriber-provided facilities or services.

**2.25.4 Exceptions**

Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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A-Tech Telecom, Inc.  
2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225

## 2.26 Credits and Credit Allowances

### 2.26.1 Credits

Credits to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to the Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of the computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

### 2.26.2 Other Provider Credit Allowance

In the event of an Interruption caused by Other Provider for which a credit or allowance (Credit Allowance) becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

### 2.26.3 Remedy for Performance Failure

Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the MSP.

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2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225

**2.27 Local Calling Area**

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Kentucky Public Service Commission.

**2.28 Access to Telephone Relay Service**

Where required by the Kentucky Public Service Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

**2.29 Compliance**

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

**2.30 Force Majeure**

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppage, or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action, or request of any Governmental Authority.

**2.31 Full Force and Effect**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.32 Cooperation**

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.


**2.33 Governing Law**

This Tariff is to be governed by and construed in accordance with the rules and orders of the Kentucky Public Service Commission and the laws of the state of Kentucky.

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2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225



**2.34 Assignment****2.34.1 By Customer**

The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other nonrecurring charges.

**2.34.2 By Company**

The Company may, in accordance with Regulations, assign its rights, or delegate its obligations under this Tariff to any affiliate or successor in interest.

**2.35 Special Construction**

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an ICB at rates other than as set forth herein. Special construction or ICB is construction undertaken:

**2.35.1 Unavailable Facilities**

Where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed.

**2.35.2 Other Facilities**

Where facilities other than those which the Company provides are requested by the Customer.

**2.35.3 Other Route**

Where facilities are requested by the Customer over a route other than that which the Company serves.

**2.35.4 Greater Quantity**

When Services are requested in a quantity greater than that which the Company would normally provide to a Customer.

**2.35.5 Expedited Basis**

When Services are requested by a Customer on an expedited basis.

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OF KENTUCKY  
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PURSUANT TO 807 KAR 5.011  
SECTION 9 (1)

BY

*Anna L. Hubbard*

EXECUTIVE DIRECTOR

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By: Anna L. Hubbard, President/CEO  
A-Tech Telecom, Inc.

2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225

**2.35 Special Construction (Cont)****2.35.6 Temporary Services**

When Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination charges.

**2.36 Operator Services**

The Company does not provide operator services. All operator assisted calls, including collect calls, calling card calls, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier, unless service is provided by Company to Customer as specified in Paragraph 4.7 of this Tariff.

PUBLIC SERVICE COMMISSION  
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APR 6 9 2003

PURSUANT TO 807 KAR 5-001  
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BY Charles L. Smith  
EXECUTIVE DIRECTOR  
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By: Anna L. Hubbard, President/CEO  
A-Tech Telecom, Inc.  
2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225

### 3 DESCRIPTION OF SERVICES

#### 3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange Service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, (iv) 911 Service, and Collect Calls as detailed and specified in Paragraph 4.7 of this Tariff.

##### 3.1.1 Prepaid Service

Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the Commonwealth of Kentucky. Prepaid Service is available only within a Local Calling Area as described in Section 2.27.

**3.1.1.A Prepaid Service** - Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g., 900, 976, 711). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

**3.1.1.B Standard Features** - Each Prepaid Service Customer is provided with only local exchange service. Included in these services will be Kentucky Relay Service (Surcharge of \$0.07 per access line effective December 1, 1999) and Kentucky Lifeline service (charge of \$0.03 per access line effective January 1, 2000).

**3.1.1.C Optional Features** - Prepaid Service Customers may select from the optional features available from the Underlying Carrier.

**3.1.1.D Rates and Charges** - The Company will charge a Prepaid Service Customer applicable Nonrecurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.

##### 3.1.2 Optional Service Features

**3.1.2.A Call Waiting** - A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.

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2040 W Spring Creek Pkwy, Unit #141, PMB #293  
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BY: *[Signature]* April 2, 2003  
EXECUTIVE DIRECTOR

**3.1 Resold Local Exchange Service (Cont)**

**3.1.2.B Call Forwarding** - The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.

**3.1.2.C Three Way Calling** - The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a 3-way call.

**3.1.2.D Unpublished Number** - The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

**3.1.2.E Speed Dial** - The Subscriber may call preselected, preprogrammed telephone numbers by dialing a 1- or 2-digit code.

**3.1.2.F Call Return** - The Subscriber may return the last call to the Customer's telephone number by dialing a 1- or 2-digit code.

**3.1.2.G Caller ID** - The Subscriber may view on a display unit the telephone number of incoming telephone calls.

**3.1.2.H Voice Mail** - The Subscriber may have calls forwarded to a voice mail product service to record messages which are retrievable by the Subscriber at a later time.

**3.2 Directory Listing Service****3.2.1 Single Directory Listing**

The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number, which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange Service provider in the Customer's exchange area.

**3.2.2 Listing Size**

The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

APR 12 2003

PURSUANT TO 807 KAR 5.011  
SECTION 9 (1)BY   
EXECUTIVE DIRECTOR

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Effective: April 2, 2003

By: Anna L. Hubbard, President/CEO  
A-Tech Telecom, Inc.2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225

### 3.2 Directory Listing Service (Cont)

#### 3.2.3 Refusal of Listing

The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonable necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.

#### 3.2.4 Customer Furnished Information

In order for any listing to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

### 3.3 911 Emergency Service

#### 3.3.1 911 Service

911 Service permits Customers to reach appropriate emergency services including police, fire, and medical services.

#### 3.3.2 Responsibility

The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.

#### 3.3.3 Agency Responsibility

Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of exiting streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.

#### 3.3.4 Waiver of Privacy Rights

By dialing 911, the 911 Service calling party waives all privacy rights afforded by nonlisted and nonpublished Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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Plano, TX 75023-4225

BY:  April 2, 2003  
EXECUTIVE DIRECTOR

### 3.4 Prepaid Calling Card

#### 3.4.1 Prepaid Calling Card Services

Subject to the limitations set forth in Regulation Z or any other applicable Regulation, the Customer shall be solely responsible for any and all charges for calls (including without limitation any fraudulent or unauthorized calls) made using a Prepaid Calling Card acquired by Customer.

#### 3.4.2 Prepaid Calling Cards

Customers may use Prepaid Calling Cards and services to originate outbound direct calls via Company-provided Toll-Free numbers, and may originate and terminate such calls in the Commonwealth of Kentucky. All Prepaid Calling Card calls are rounded to the next higher full minute or full unit.

**3.4.2.A Unit Value:** Prepaid Calling Cards may be obtained from the Company in the various unit denominations with a per-unit value as described in Section 4.5, inclusive of all taxes, except as otherwise provided hereunder.

##### 3.4.2.B Other Conditions of Service:

- 1 Calls to 700, 800, 900, and 950 numbers will not be completed using the Prepaid Calling Card.
- 2 Calls may only be charged against a Prepaid Calling Card that has a sufficient available balance.
- 3 Prepaid Calling Card balances will be reduced and depleted based upon Customer's usage. Customers will be given notice one minute or one unit before the available card balance is depleted, based on the terminating location of the call. When the balance of available time is depleted, the call will be terminated.
- 4 Directory assistance, third-party billing, and person-to-person calls may not be made with Prepaid Calling Cards.
- 5 Prepaid Calling Cards are nonrefundable and will expire on the date specified on the card, or on the package in which the card is included.
- 6 The Company will credit the amount of a Customer's Prepaid Calling Card for calls that are interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not be issued when an interruption or Service deficiency is: (a) not reported to the Company; or (b) not proximately caused by the Company.

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**4 RATES****4.1 Return Check Charge**

The Customer will be charged twenty-five dollars (\$25.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

**4.2 Reconnection Fee**

P

A charge of eighty-nine dollars and ninety-five cents (\$89.95) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to Subscriber for any reason allowed by this Tariff.

**4.3 Promotions**

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Kentucky Public Service Commission rules or regulations (i.e., thirty (30) days written notice to the Kentucky Public Service Commission before implementation).

N

**4.4 Rates for Resold Prepaid Local Exchange Services**

N

**4.4.1 Residential Nonrecurring Charges**

P

Processing/Application Fee \$69.95

Directory Listing 0.00

P

Service Initiation Line Charge \$89.95

P

Account Modification Fee \$45.00

N

Administrative Processing Fee \$69.95

N

Administrative Disconnect Fee \$69.95

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SECTION 9 (1)

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By: Anna L. Hubbard, President/CEO  
A-Tech Telecom, Inc.  
2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225

**4.4 Rates for Resold Prepaid Local Exchange Services (Cont)****4.4.2 Residential Recurring Charges**

Monthly Prepaid Service (Basic)	\$69.95
Monthly Prepaid Service (Premium: 1-/2-Way)	\$89.95/\$99.95
Directory Listing	0.00
911 Service	As regulated by the governing 9-1-1 authority
Kentucky Relay Service Surcharge	0.07
Kentucky Lifeline charge	0.05

**4.4.3 Business Nonrecurring Charges**

Processing/Application Fee	\$69.95
Directory Listing	0.00
Service Initiation Line Charge	\$69.95
Account Modification Fee	\$45.00
Administrative Processing Fee	\$69.95
Administrative Disconnect Fee	\$69.95

**4.4.4 Business Recurring Charges**

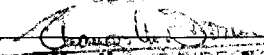
Monthly Prepaid Service (Basic)	\$69.95
Monthly Prepaid Service ((Premium: 1-/2-Way)	\$99.95/\$109.95
Directory Listing	0.00
911 Service	As regulated by the governing 9-1-1 authority
Kentucky Relay Service Surcharge	0.07
Kentucky Lifeline charge	0.05

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APR 2 2003

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A-Tech Telecom, Inc.2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225BY:   
Effective: April 2, 2003



**4.4 Rates for Resold Prepaid Local Exchange Services (Cont)****4.4.5 Optional Features**

The following features are available with A-Tech Telecom, Inc.:

Feature	Rate	Feature	Rate	Feature	Rate
Anonymous Call Rejection (ACR)	\$5.00	Call Waiting (CW)	\$5.00	Selective Call Block (SCB)	\$5.00
Auto Redial (AR)	\$5.00	* Call Waiting Caller ID (CWCID)	\$7.00	Selective Call Fwd (SCF)	\$5.00
Call Blocker (CB)	\$5.00	Caller ID (CID)	\$12.00	Speed Calling 8 (SC-8)	\$5.00
Call Fwd (CF)	\$5.00	Call Notes (CN)	\$5.00	Speed Calling 30 (SC-30)	\$10.00
Call Fwd-Busy (CFB)	\$5.00	Complete Line Blocking (CLB)	\$5.00	3-Way Calling (3-WC)	\$5.00
Call Fwd-No Answer (CFNA)	\$5.00	Priority Call (PC)	\$5.00	Unlist/Unpublish # (Unl/Unp)	\$7.00
Call Return (CR)	\$5.00	* <i>Must also subscribe to CID and CW to subscribe to CWCID</i> <i>Note: ALL FEATURES SUBJECT TO AVAILABILITY</i>			

**4.5 Rates for Prepaid Calling Card Services**

Prepaid Calling Cards are available from Company for a cost of no more than fourteen and one-half cents (14.5 cents) per minute.

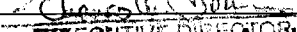
**4.6 Directory Assistance**

The Company does not provide local or long distance directory assistance. Subscriber will be billed \$2.50 for each intrastate or interstate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

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PURSUANT TO KRCR 5.01  
SECTION 9.11

BY  EFFECTIVE DIRECTOR April 2, 2003

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A-Tech Telecom, Inc.  
2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225

**4.7 Collect Calls**

Provisions will be made for Customers that specifically request the ability to accept collect calls. An Advance Payment in an amount to be determined by Company (based on an individual basis for each customer) will be paid by Customer to Company, and held by Company until sixty (60) days after the termination of service by Company to Customer. The Advance Payment amount may be increased or decreased on a per-Customer basis, at the option and discretion of Company.

Call Detail Records will be maintained by Company and will be billed to Customer at least once each week. Customer will have seven (7) days from the date of invoice to replenish the Advance Payment account. At the option and discretion of Company, the collect call option can be terminated by Company if payment is not received in the payment center in a timely manner, or if Customer abuses the privilege of accepting collect calls. A modification fee of \$25.00 will be deducted from any balance remaining in the Advance Payment account, and Customer's account with the Underlying Carrier will be modified to block any further collect calls. Charges for collect calls will be based on costs of submitting entity. Customer is fully responsible for any and all collect calls regardless of the individual or person accepting any collect call, as Customer is fully responsible for all usage of the service provided by Company to Customer location.

**4.8 Rates for Hearing or Speech Impaired**

For properly certified hearing or speech impaired Subscribers who communicate via a Telecommunications Device for the Deaf (TDD), the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening Rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

**4.9 Computation of Charges****4.9.1 Prepaid Calling Card**

Prepaid Calling Card will be billed in increments of an initial one (1) minute period and additional periods of one (1) minute, as set forth in Section 3.4.2. Where answer supervision is available, the time of each call begins as set forth in Section 4.9.2, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to each call, except where answer detection capability exists.

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PURSUANT TO 807 KAR 5.011  
SECTION 9.11

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EXECUTIVE DIRECTOR

**4.9 Computation of Charges (Cont)****4.9.2 Unanswered Calls**

Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Underlying Carrier. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the failure to provide answer supervision for the LEC. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered and will be billed.

12

PUBLIC SERVICE COMMISSION  
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APR 02 2003

PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)BY Charles L. Dorn  
EXECUTIVE DIRECTOR

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A-Tech Telecom, Inc.  
2040 W Spring Creek Pkwy, Unit #141, PMB #293  
Plano, TX 75023-4225



2040 W. Spring Creek Pkwy  
PMB #293, Unit #141  
Plano, TX 75023-4225

New Service: 1-866-FONTONE  
(1-866-366-8663)  
Fax: 1-866-866-5911  
Customer Service: 1-866-266-8663

# Invoice

DATE	INVOICE #
8/17/2002	102152

Call **1-866-266-8663** to pay your account with MasterCard or Visa.

Jane Smith  
123 Anywhere St  
Stanford, KY 40484

**Ask us about our  
Pre-paid Long Distance !!!!!**

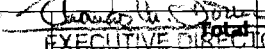
Phone No.	DUE DATE	Account #	Service Dates
(606) 123-4567	4/1/2003	101007	04/01/03-04/30/03

DESCRIPTION	RATE	AMOUNT
Premium Calling Plan	69.95	69.95T
Promo Caller ID	9.00	9.00T
Call Waiting	5.00	5.00T
Subtotal for tax		83.95
Federal Excise Tax	3.00%	2.52
Kentucky Sales Tax	6.00%	5.04

PUBLIC SERVICE COMMISSION  
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APR 11 2003

PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

BY  EXECUTIVE DIRECTOR	Total
Payments/Credits	\$-91.51
Balance Due	\$0.00

**Prepayment of services required. To avoid interruption of service, payments must be received in our office no later than the due date or the first date of service noted in the Service Dates box of the invoice (whichever is later).**

All payments must be received in our office by the Due Date or a late fee of \$5.00 plus 1.5% will be charged.

**MoneyGram.**  Use MoneyGram Express Payment for quick and easy payments

Payments may be made at any MoneyGram location. Call Customer Service for the location nearest you. Only cash payments will be accepted by MoneyGram. Your account number must appear on the payment form. The receive code for A-Tech Telecom, Inc. is: 2058